

OPIQUAD, LLC

MASTER SERVICE AGREEMENT

RESELLER EDITION

This Agreement governs OPIQUAD's wholesale/reseller relationships and covers all resellable services, including but not limited to, Dedicated Fiber Circuits, IP Addresses, Cross Connects, Colocation, Web Hosting, VPS, Cloud Services, STaaS, BaaS, DRaaS, Email, RMM, XDR, VoIP, UCaaS, eFax, E911, Fixed Wireless, Router Sales, and Router Leasing.

Reseller Legal Name (DBA/Trade Name) Name: _____

Reseller Principal Business Address: _____

Authorized Representative: _____

Reseller EIN / Tax ID: _____

Agreement Date: _____

Authorized Representative Email: _____

Authorized Representative Phone: _____

OPIQUAD, LLC — An Illinois Limited Liability Company

600 Tollgate Rd., Suite E, Elgin, IL 60123 | (847) 742-4623 | support@opiquad.com

RECITALS

WHEREAS, OPIQUAD, LLC is an Illinois limited liability company providing telecommunications, internet, cloud, managed services, and related technology services;

WHEREAS, Reseller desires to resell certain OPIQUAD services to end-user customers (“End Users” or “Subscribers”) under its own brand or white-label offering, subject to the terms and conditions set forth herein;

WHEREAS, OPIQUAD desires to appoint Reseller as a non-exclusive independent reseller of certain Services, subject to the terms hereof;

WHEREAS, OPIQUAD does not need to countersign this Agreement. OPIQUAD expresses its acceptance through the act of provisioning and delivering Services to Customer pursuant to an accepted Quote. The Quote sets forth the specific Services, pricing, and committed term applicable to Customer’s account.

NOW, THEREFORE, in consideration of the mutual promises, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

SECTION 1 — DEFINITIONS

Capitalized terms used in this Reseller MSA shall have the following definitions:

1.1 Agreement

This MSA, the accepted Quote, all Product Service Addenda, Exhibits (including the AUP and Privacy Policy), and all other policies incorporated by reference, as each may be amended in accordance with the terms hereof.

1.2 AUP

Acceptable Use Policy (“AUP”) — OPIQUAD’s published policy governing permitted and prohibited uses of all Services, incorporated herein by reference and available at opiquad.com/legal/, as amended from time to time.

1.3 Back Office Portal

OPIQUAD’s web-based administrative platform providing Reseller with access to account management, order entry, usage reporting, billing information, and service administration tools.

1.4 CPNI

Customer Proprietary Network Information as defined under 47 U.S.C. § 222, including information relating to the quantity, technical configuration, type, destination, and amount of use of telecommunications services subscribed to by any customer.

1.5 CPE

Customer-Provided Equipment (“CPE”): Any facilities, equipment, cables, or devices owned or leased by Customer and used in connection with the Services, not provided by OPIQUAD.

1.6 Effective Date

The date on which Customer executes this Agreement by signing the signature page hereof. This Agreement becomes effective on the Effective Date without any requirement for countersignature by OPIQUAD.

1.7 End User / Subscriber

Any third-party customer to whom Reseller sells, provisions, or makes available OPIQUAD Services, whether directly or as part of a bundled offering.

1.8 Force Majeure Event

Any event beyond a Party’s reasonable control, including without limitation: acts of God, fire, flood, earthquake, storm, tornado, lightning, epidemic, pandemic, acts of terrorism, cyberattacks on third-party infrastructure, war, insurrection, civil disturbance, labor strikes not involving that Party’s own employees, power grid failures, fiber cuts by third parties, governmental or regulatory actions, denial of permits or rights-of-way, spectrum interference,

signal obstruction caused by vegetation, buildings, or terrain, and atmospheric or weather-related RF propagation anomalies.

1.9 Licensed Software

Any software, firmware, code, or documentation provided by OPIQUAD to access or operate the Services, including all updates thereto.

1.10 MRC

Monthly Recurring Charge (“MRC”) — All monthly fees, charges, taxes, regulatory surcharges, and other amounts invoiced by OPIQUAD on a recurring monthly basis for Services as set forth in the applicable Quote.

1.11 OPIQUAD

Opiquad, LLC, an Illinois limited liability company, also operating as Business Only Broadband, and any other d/b/a designations, together with its parent, affiliates, subsidiaries, officers, employees, agents, and authorized subcontractors.

1.12 OPIQUAD Equipment

All hardware, software, firmware, devices, wiring, antennas, radios, transceivers, routers, switches, modems, and other equipment owned by OPIQUAD and installed at or provided to a Service Location in connection with the Services.

1.13 OPIQUAD Network

The telecommunications, data communications, and wireless network infrastructure owned, operated, or controlled by OPIQUAD, including its licensed and unlicensed radio frequency spectrum, fiber infrastructure, points of presence, and third-party carrier interconnects used to deliver Services.

1.14 OPIQUAD Website

OPIQUAD’s website located at www.opiquad.com, my.opiquad.com and any other website owned by OPIQUAD including the legal and policy pages at opiquad.com/legal/, as updated from time to time.

1.15 Party / Parties

“Party” means either OPIQUAD or Reseller individually, and “Parties” means OPIQUAD and Reseller collectively.

1.16 Quote

The written or electronic service proposal issued by OPIQUAD and accepted by Customer that specifies the Services ordered, applicable rates, NRCs, Service Term, and any service-specific terms. The Quote is incorporated into this Agreement upon Customer’s signature.

1.17 Reseller

The independent business entity identified on the signature page and/or Service Order Forms, authorized under this Agreement to resell OPIQUAD Services to End Users.

1.18 Reseller Markup

The difference between the Wholesale Rate charged to Reseller by OPIQUAD and the retail price charged by Reseller to its End Users. OPIQUAD has no role in, and no liability arising from, Reseller’s Markup decisions.

1.19 Service Term

The minimum committed duration for which Customer agrees to purchase and pay for Services, as specified in the applicable Quote, commencing on the Service Commencement Date.

1.20 Taxes

All federal, state, and local taxes, levies, duties, surcharges, fees, and assessments (however denominated) imposed on or applicable to the Services, OPIQUAD Equipment, or amounts payable under this Agreement.

1.21 Termination Charge

The early termination fee payable by Customer upon termination of Services prior to the end of the committed Service Term, calculated as set forth in Section 6.

1.22 USAC

Universal Service Administrative Company, the administrator of the Federal Universal Service Fund programs under FCC authority.

1.23 Wholesale Rate

The rates charged by OPIQUAD to Reseller for Services as set forth in applicable Service Order Forms and addenda. Wholesale Rates are confidential and may not be disclosed to End Users.

SECTION 2 — APPOINTMENT, SCOPE, AND RESELLER AUTHORIZATION

2.1 Appointment

OPIQUAD hereby appoints Reseller as a non-exclusive, independent, authorized reseller of the Services identified in applicable Service Order Forms and addenda ("Authorized Services"), for the purpose of marketing and reselling such Services to End Users within the United States. This appointment does not grant Reseller any territorial exclusivity, minimum commitment guarantees (subject to Section 3), or right to appoint sub-resellers without OPIQUAD's prior written consent.

2.2 Independent Contractor Status

Reseller is an independent contractor. Nothing in this Agreement creates any agency, employment, partnership, joint venture, or franchise relationship between the Parties. Reseller has no authority to bind OPIQUAD contractually, make representations on OPIQUAD's behalf, or incur any obligation in OPIQUAD's name. OPIQUAD is not liable for any act or omission of Reseller.

2.3 Reseller's Relationship with End Users

Reseller shall enter into its own service agreements with End Users that are consistent with the terms of this Agreement and no less protective of OPIQUAD's interests than the terms herein. OPIQUAD makes no representations or warranties to End Users; all End User-facing representations and commitments are solely Reseller's responsibility. Reseller's agreements with End Users shall: (a) not reference OPIQUAD without OPIQUAD's prior written consent; (b) prohibit End Users from violating OPIQUAD's AUP; (c) include E911 acknowledgments for any VoIP or UCaaS services; and (d) not purport to grant End Users any rights against OPIQUAD.

2.4 Reseller Account Setup

Prior to reselling any Services, Reseller must: (a) execute this Agreement and all applicable Service Order Forms and addenda; (b) pay all applicable one-time setup fees; (c) provide OPIQUAD with all required business information including legal entity name, address, authorized contacts, EIN/Tax ID, and W-9 (if applicable); (d) provide OPIQUAD with its USAC Filer ID or certify de minimis status in accordance with Section 9 of this Agreement; and (e) satisfy all applicable credit requirements, including any required deposit.

SECTION 3 — TERM AND TERMINATION

3.1 Initial Term

This Agreement shall commence on the Effective Date and, unless earlier terminated as provided herein, shall continue for a minimum initial term of three (3) years ("Initial Term").

3.2 Automatic Renewal

Upon expiration of the Initial Term, this Agreement shall automatically renew for successive one (1) year terms (each, a "Renewal Term"), unless either Party provides the other with written notice of non-renewal at least sixty (60) days before the expiration of the then-current Initial Term or Renewal Term. Pursuant to Illinois law (815

ILCS 601/1 et seq.), for any renewal term of one (1) year or greater, OPIQUAD shall provide Reseller with written notice of the upcoming automatic renewal no less than thirty (30) days and no more than sixty (60) days before the renewal date. Such notice shall be sent to the address or email address on file for Reseller.

3.3 Individual Service Order Terms

Each Service Order Form shall have its own committed service term as specified therein. Individual Service Order Forms shall survive and remain in effect notwithstanding termination of the overall Agreement, until their individual expiration or termination.

3.4 Termination for Cause by OPIQUAD

OPIQUAD may terminate this Agreement and/or any Service Order Form for cause upon written notice and, except in circumstances described in subsection (b) below, a thirty (30) day cure period, upon any of the following:

- Reseller's failure to pay any undisputed invoiced amount within five (5) business days of written notice.
- Reseller's material breach of any provision of this Agreement.
- Reseller's dishonesty, fraud, willful misconduct, or gross negligence.
- Conduct by Reseller materially injurious to OPIQUAD's business, reputation, or network.
- Reseller's insolvency, bankruptcy filing, general assignment for benefit of creditors, or appointment of receiver (immediate termination; no cure period).
- Reseller's violation of applicable law in connection with the Services (immediate termination for ongoing criminal violations; 30-day cure for others).
- Reseller's failure to maintain required licenses, permits, or regulatory authorizations (immediate termination if regulatory action is imminent or ongoing).

3.5 Termination for Cause by Reseller

Reseller may terminate this Agreement for cause if OPIQUAD materially breaches its obligations and fails to cure such breach within thirty (30) days of Reseller's written notice specifying the breach in reasonable detail. Performance-based termination requires exhaustion of dispute procedures set forth in this Agreement.

3.6 Obligations Upon Termination

Upon expiration or termination of this Agreement for any reason:

- Reseller shall immediately cease representing itself as an authorized OPIQUAD reseller.
- Reseller shall return to OPIQUAD all OPIQUAD property, confidential information, and proprietary materials within five (5) business days.
- Reseller shall pay all outstanding balances, early termination fees, and service charges within thirty (30) days of the termination date.
- Termination by OPIQUAD for cause: Reseller shall transfer ownership and control of all active Subscriber accounts to OPIQUAD. OPIQUAD may, at its option, contact Subscribers directly to arrange continued service.
- Voluntary termination by Reseller: OPIQUAD has no obligation to assume Reseller's Subscriber relationships, but may do so at OPIQUAD's option. Reseller must notify Subscribers of service discontinuation with no less than thirty (30) days' notice.
- Reseller shall refrain from re-contacting OPIQUAD's suppliers, vendors, and partners for competitive business purposes for two (2) years following termination (see Non-Circumvention, Section 12).

SECTION 4 — BILLING AND PAYMENT

4.1 Pre-Paid Billing

All Services are billed on a pre-paid, in-advance basis. Billing cycles default to pro-rated calendar billing. OPIQUAD will invoice Reseller on the 1st of each calendar month (or the first available business day) for all active

Services. Invoices are delivered electronically via the Back Office Portal and/or email. If the Service Commencement Date is not the first day of a billing period, the first invoice will include a prorated charge for the partial month plus the following full month's MRC. All payments shall be made in United States Dollars..

4.2 Due Date

All invoices are due and payable within fifteen (15) days of the invoice date. Reseller's obligation to pay all amounts under this Agreement is absolute and unconditional, and is not subject to set-off, withholding, or reduction, except as expressly permitted by the billing dispute process in Section 4.3.

4.3 Billing Disputes and Corrections

If Reseller disputes any portion of an invoice, Reseller must: (a) pay the undisputed portion by the due date; and (b) submit a written dispute notice to OPIQUAD within thirty (30) days of the invoice date, specifying the disputed amounts and providing supporting documentation. Failure to dispute within thirty (30) days constitutes Reseller's irrevocable waiver of the right to dispute those charges. Where the disputed amount equals or exceeds fifty percent (50%) of the total invoice, Reseller must pay fifty percent (50%) as a good-faith payment pending resolution. The Parties will negotiate in good faith to resolve disputes within sixty (60) days, extendable by mutual written agreement for an additional sixty (60) days. Any dispute not resolved within one hundred twenty (120) days is deemed resolved in OPIQUAD's favor, and all disputed charges become immediately due with applicable Late Fees.

4.4 Late Fees

Any undisputed amount not received by OPIQUAD by the due date will accrue a late charge of one and one-half percent (1.5%) per month, compounded daily from the due date until paid in full, or the maximum rate permitted by Illinois law, whichever is lower (the "Late Fee"). OPIQUAD may suspend Services after providing five (5) business days' written notice of non-payment and may require a reactivation fee to restore suspended Services.

4.5 Chargebacks and Returned Payments

Any chargeback or returned payment shall result in the following: Reseller shall pay OPIQUAD: (a) a returned-payment fee equal to the greater of Thirty-Five Dollars (\$35.00) or the maximum amount permitted under applicable law (including the Illinois bad check statute, 720 ILCS 5/17-1a) per occurrence; (b) all outstanding amounts owed; and (c) any bank fees or charges incurred by OPIQUAD as a result of such rejection. OPIQUAD reserves the right, after any rejected payment, to require Reseller to pay by wire transfer or certified funds for all future payments.

4.6 Delinquency and Collections

Accounts are considered delinquent thirty (30) days after Reseller's receipt of written notice of non-payment. Delinquent accounts will be referred to OPIQUAD's designated collections agency. Reseller shall be liable for all reasonable collection costs, including agency fees and reasonable attorneys' fees.

4.7 Payment Methods

OPIQUAD accepts payment by ACH/electronic check, physical check, wire transfer, and credit or debit card. Credit card payments are subject to a processing fee of up to three and one-half percent (3.5%) of the charged amount.

4.9 Deposits and Prepayments

OPIQUAD may require a security deposit equal to one to three months' estimated MRC at account opening or at any time during the Agreement. Deposits will be applied against any outstanding balance upon termination, with any remainder returned within thirty (30) days.

4.10 Annual Price Adjustments

OPIQUAD reserves the right to increase Customer's MRCs as follows: (a) During a committed Service Term: increases of no more than five percent (5%) per twelve-month period upon sixty (60) days' prior written notice. Customer may reject the increase by providing written notice of termination within thirty (30) days of OPIQUAD's notice, effective at end of the then-current billing period, without a Termination Charge solely attributable to the

pricing change. (b) Upon any Renewal Term: OPIQUAD may adjust MRCs to then-current standard rates upon sixty (60) days' prior written notice. Customer may avoid the adjustment by providing timely non-renewal notice. (c) Month-to-month Services: OPIQUAD may reprice upon thirty (30) days' prior written notice.

SECTION 5 — EARLY TERMINATION FEES

5.1 Pre-Commencement Cancellation

If Reseller cancels after executing a Quote but before the Service Commencement Date, or if OPIQUAD is unable to commence Services due to Reseller's failure to satisfy any Reseller Responsibility set forth herein, Reseller shall pay OPIQUAD: (a) all non-refundable third-party costs and expenses already incurred by OPIQUAD in connection with provisioning or preparing to provision Services at the applicable Service Location(s), including without limitation costs for permits, equipment procurement, circuit orders, construction, engineering, and labor; (b) an administrative fee equal to twenty percent (20%) of such incurred costs and expenses, representing a reasonable pre-estimate of OPIQUAD's internal administrative costs; and (c) any costs arising from contracts entered into by OPIQUAD with third-party vendors in connection with the affected Service Location(s), whether or not such work has been completed. These amounts shall be invoiced to Reseller and are due within fifteen (15) days of the invoice date. No amounts previously paid by Customer are refundable. OPIQUAD may, in its sole discretion and upon written notice, cancel the affected Quote and terminate Services at the applicable Service Location(s) without further liability to Customer.

5.2 Termination During Committed Term

If Reseller terminates any Service Order Form prior to the expiration of the committed Service Term (other than for OPIQUAD's uncured material breach), the applicable Early Termination Fee ("ETF") shall be:

- For terminations occurring during the first two (2) years of the contract term: 100% of the remaining MRCs for the unexpired committed term.
- For terminations occurring after two (2) years of the contract start date, for individual service line disconnections due to legitimate changes in Reseller's business strategy: three (3) full months of the applicable MRC, provided Reseller does not disconnect more than three (3) circuits per calendar year under this provision. Any disconnections in excess of three (3) per calendar year shall revert to the standard ETF (100% of remaining term MRCs).
- For colocation services: ETF as specified in the Colocation Addendum, but not less than three (3) months' MRC for post-year-two terminations.

5.3 Termination for Reseller Default

OPIQUAD may terminate this Agreement or suspend any Service upon the following Reseller defaults, subject to the applicable notice and cure:

- Failure to pay any undisputed invoiced amount: five (5) business days' written notice and cure period.
- Any other material breach of this Agreement: thirty (30) days' written notice and cure period.
- Reseller insolvency, bankruptcy filing, general assignment for benefit of creditors, or receivership: immediate termination; no notice or cure period required.
- Use of Services for any illegal purpose or in a manner creating imminent risk to the OPIQUAD Network or other customers: immediate suspension or termination without notice.

Upon termination for Reseller default, Reseller shall pay all accrued charges, the full Termination Charge, and OPIQUAD's reasonable attorneys' fees and collection costs.

5.4 Survival

The following Sections survive expiration or termination: 1 (Definitions), 4 (for amounts accrued), 5 (Termination Charges), 8 (Limitation of Liability), 9 (Indemnification), Section 12, Section 14 (Confidentiality), Section 16 (Governing Law), and any other provision which by its nature should survive.

SECTION 6 — RESELLER OBLIGATIONS

6.1 Compliance with Laws

Reseller shall comply with all applicable international, federal, state, and local laws and regulations in connection with its performance under this Agreement, including without limitation: the Communications Act; TCPA; CAN-SPAM; CALEA; FCC rules; applicable state PUC/ICC rules; consumer protection laws; and all applicable licensing requirements. Reseller is solely responsible for obtaining and maintaining all licenses, permits, and regulatory authorizations required for its business and for the provision of services to its Subscribers.

6.2 End User Agreements and AUP Compliance

Reseller shall: (a) ensure all End Users execute written service agreements that include provisions consistent with this Agreement and OPIQUAD's AUP; (b) include a commercially reasonable acceptable use policy in its End User agreements; (c) actively enforce its End User AUP; and (d) notify OPIQUAD within five (5) business days of becoming aware of any End User violation of OPIQUAD's AUP.

6.3 First-Line Support

Reseller is solely responsible for providing first-line technical support, customer service, billing support, and dispute resolution to its End Users. OPIQUAD has no direct support obligation to End Users under this Agreement. OPIQUAD will provide Reseller with escalation support for network-level issues in accordance with OPIQUAD's standard support procedures.

6.4 Billing and Collections from End Users

Reseller is solely responsible for all billing, invoicing, collections, tax collection and remittance, and billing dispute resolution with its End Users. OPIQUAD has no liability to End Users for billing matters and no obligation to act as Reseller's billing agent.

6.5 Reporting Changes

Reseller shall promptly notify OPIQUAD in writing of: (a) any change in Reseller's legal entity name, ownership, control, or organizational structure; (b) any change in Reseller's method of business or service offerings; (c) any governmental investigation or regulatory proceeding involving Reseller; and (d) any pending or threatened litigation affecting Reseller's ability to perform under this Agreement.

6.6 Equipment and Marketing

Reseller may not use OPIQUAD's trade names, trademarks, service marks, or logos without OPIQUAD's prior written consent. Reseller shall not, in its marketing materials, reference OPIQUAD's network providers, backbone carriers, or infrastructure partners without OPIQUAD's prior written approval. Reseller shall not make any representations about OPIQUAD's Services that exceed or contradict the terms of this Agreement.

6.7 Expenses

Reseller is responsible for all expenses incurred in the performance of its obligations under this Agreement, including employee compensation, marketing, office expenses, travel, and production of promotional materials. OPIQUAD is not obligated to reimburse Reseller for any expenses.

6.8 Insurance

Reseller shall maintain throughout the term of this Agreement: (a) commercial general liability insurance with limits of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate; (b) workers' compensation insurance as required by applicable law; and (c) professional liability / errors and omissions insurance with limits of not less than \$1,000,000. Reseller shall provide OPIQUAD with certificates of insurance upon request.

SECTION 7 — RESTRICTIONS ON RESELLER

7.1 No Sub-Reselling Without Consent

Reseller may not further sublicense, resell, or distribute the right to resell OPIQUAD Services to third-party agents, sub-resellers, or distributors without OPIQUAD's prior written consent, which may be withheld in OPIQUAD's sole discretion.

7.2 Marketing Restrictions

Unless expressly authorized in writing by OPIQUAD: (a) Reseller shall not advertise, promote, or market Services using OPIQUAD's corporate name, backbone providers' names, or carrier identifiers; (b) Reseller shall conduct all marketing under its own brand and identity; and (c) Reseller shall not make any false, misleading, or unsubstantiated claims about the Services.

7.3 No Authority to Bind OPIQUAD

Reseller has no authority to enter into contracts, make commitments, or create obligations on behalf of OPIQUAD. Any such purported commitments are void and of no effect.

7.4 Prohibited Uses of Services

Reseller shall not use, and shall ensure its End Users do not use, the Services in any manner that: (a) violates applicable law; (b) violates OPIQUAD's AUP; (c) interferes with the OPIQUAD Network or other customers' services; (d) involves fraud, abuse, or unauthorized access; or (e) constitutes High-Risk Activities.

7.5 Equipment Restrictions

Reseller shall not tamper with, reset, or modify OPIQUAD Equipment without OPIQUAD's authorization. Reseller may not remove OPIQUAD Equipment from its installed location without OPIQUAD's written consent.

SECTION 8 — PRICING, RATE CHANGES, AND SERVICE MODIFICATIONS

8.1 Wholesale Pricing

OPIQUAD will provide Services to Reseller at Wholesale Rates as specified in applicable Service Order Forms and addenda. Reseller acknowledges that Wholesale Rates are confidential and shall not be disclosed to End Users or third parties.

8.2 Reseller's Pricing to End Users

Reseller has sole discretion over the retail prices it charges End Users, provided that Reseller's pricing practices comply with applicable law and do not create unreasonable end-user expectations regarding network performance or service availability that exceed OPIQUAD's actual service commitments.

8.3 Rate Change Procedure

OPIQUAD reserves the right to increase Customer's MRCs as follows: (a) During a committed Service Term: increases of no more than five percent (5%) per twelve-month period upon sixty (60) days' prior written notice. Customer may reject the increase by providing written notice of termination within thirty (30) days of OPIQUAD's notice, effective at end of the then-current billing period, without a Termination Charge solely attributable to the pricing change. (b) Upon any Renewal Term: OPIQUAD may adjust MRCs to then-current standard rates upon sixty (60) days' prior written notice. Customer may avoid the adjustment by providing timely non-renewal notice. (c) Month-to-month Services: OPIQUAD may reprice upon thirty (30) days' prior written notice.

8.4 Service Modifications

OPIQUAD reserves the right to modify the technical architecture, delivery methods, or features of any Service upon thirty (30) days' prior notice to Reseller. If a modification materially reduces Service functionality, Reseller may terminate the affected Service Order Form without ETF by providing written notice within thirty (30) days of OPIQUAD's modification notice.

SECTION 9 — REGULATORY SURCHARGES, USAC, AND COMPLIANCE

9.1 USAC Registration

Reseller is required to register with the Universal Service Administrative Company ("USAC") at www.usac.org and with all applicable state public utility commissions to the extent Reseller qualifies as a provider of telecommunications services subject to USF contribution requirements. Reseller must provide OPIQUAD with its valid USAC Filer ID number prior to reselling any U.S.-based telecommunications services under this Agreement.

9.2 Regulatory Surcharges — USAC Filer

If Reseller provides OPIQUAD with a valid USAC Filer ID, OPIQUAD will not assess USF surcharges on Reseller's invoices, as Reseller assumes responsibility for its own USF contributions. Reseller certifies that it is in good standing with USAC and will remain so throughout the term of this Agreement.

9.3 Regulatory Surcharges — Non-Filer

If Reseller does not provide a USAC Filer ID or qualifies as de minimis, OPIQUAD will bill and collect all applicable regulatory surcharges, taxes, and government fees on Reseller's invoices, including without limitation: Federal USF contributions; E-Rate and Lifeline surcharges; TRS fund contributions; LNP administration fees; NANP fees; and applicable state regulatory fees. These charges are subject to change without advance notice to reflect regulatory changes.

9.4 FCC Identifiers

Reseller is encouraged to obtain and maintain an FCC Registration Number (FRN) and, where applicable, a Service Provider Identification Number (SPIN), particularly if Reseller participates in federal or state telecommunications programs or seeks E-Rate funding.

9.5 Reseller's Tax Obligations

Reseller is solely responsible for: (a) collecting and remitting all applicable sales, use, excise, and telecommunications taxes from its End Users; (b) filing all required regulatory returns and reports with applicable federal, state, and local authorities; (c) maintaining all required licenses, including state telecommunications certificates of authority; and (d) all withholding taxes on any compensation paid to Reseller's employees and agents.

9.6 Robocall Mitigation Database (RMD) Registration and Maintenance

Reseller shall, prior to reselling any VoIP or UCaaS Services that involve origination, transmission, or termination of calls over the public switched telephone network (PSTN), register with and maintain an active, accurate, and current filing in the FCC's Robocall Mitigation Database (RMD) in accordance with 47 C.F.R. §§ 64.6301–64.6305. Reseller's RMD filing shall include a current and compliant Robocall Mitigation Plan. Reseller shall promptly update its RMD filing to reflect any material changes to its business, services, or mitigation practices. Reseller represents and warrants on an ongoing basis that its RMD filing is active and in good standing at all times during the term of this Agreement. Reseller acknowledges that OPIQUAD is prohibited under FCC rules from carrying call traffic originating from or transmitted by any provider not listed in the RMD, and that any lapse, suspension, or removal of Reseller's RMD registration constitutes grounds for OPIQUAD to immediately suspend all VoIP and UCaaS Services to Reseller without notice and without liability, pending restoration of Reseller's RMD standing. Reseller shall indemnify and hold harmless OPIQUAD from any FCC enforcement action, traffic blocking, or regulatory consequence arising from Reseller's failure to maintain a valid RMD filing.

9.7 STIR/SHAKEN — Attestation Cooperation and End User Authorization

Reseller acknowledges that OPIQUAD, as the network operator and originating provider, bears the STIR/SHAKEN caller ID authentication implementation obligation under 47 C.F.R. §§ 64.6301 et seq. and FCC rules. Reseller has no independent obligation to obtain a STIR/SHAKEN Service Provider Code (SPC) token or digital certificate solely by virtue of its status as a reseller that does not control the underlying network

infrastructure. However, Reseller shall cooperate fully with OPIQUAD’s STIR/SHAKEN compliance obligations as follows: (a) **End User Authorization and Traceability.** Reseller shall maintain records sufficient to identify each End User and confirm that each End User is authorized to use the calling telephone number(s) assigned to or presented by that End User. (b) **Accurate Number Information.** Reseller shall not direct OPIQUAD to present, transmit, or originate calls displaying calling party numbers that Reseller’s End Users are not authorized to use, and shall not facilitate caller ID spoofing or the transmission of any call with falsified or misleading originating number information. (c) **Notification of Number Changes.** Reseller shall promptly notify OPIQUAD of any changes to the telephone numbers assigned to or used by Reseller’s End Users that may affect OPIQUAD’s ability to assign accurate attestation levels. (d) **Reseller Indemnification.** Reseller shall indemnify, defend, and hold harmless OPIQUAD from any FCC enforcement action, regulatory fine, or third-party claim arising from: (i) Reseller’s provision of inaccurate End User number authorization information; (ii) Reseller’s facilitation of caller ID spoofing or unauthorized number presentation by its End Users; or (iii) any STIR/SHAKEN attestation downgrade or enforcement consequence directly attributable to Reseller’s failure to comply with this Section.

SECTION 10 — SERVICE LEVEL AGREEMENT

10.1 Network Availability

The availability targets set forth in this Section represent OPIQUAD’s network performance objectives and do not constitute warranties, representations, or contractual guarantees that such levels will be achieved at all times. **Failure to achieve any SLA target does not constitute a breach of this Agreement** — including without limitation a material breach — and does not give rise to any right of termination, damages, offset, or any other remedy except as expressly provided in Section 10.4 (credits) and Section 10.5 (extended outage termination right). SLA credits, as calculated in Section 10.4, are Reseller’s **sole and exclusive remedy** for any failure to meet SLA targets, and Reseller expressly waives all other claims, remedies, damages, and rights — whether in contract, tort, or otherwise — arising from any SLA performance failure.

OPIQUAD’s network shall target the following service levels, measured on a calendar-month basis, excluding Force Majeure Events, scheduled maintenance, and Reseller-caused outages:

Service Category	Availability Target	Max Credit/Mo.
Dedicated Fiber / Fixed Wireless	99.9% Monthly Availability	100% of 1 month MRC
Colocation (Power & Connectivity)	100% Facility Availability Target	100% of 1 month MRC
VoIP / UCaaS	99.9% Monthly Availability	100% of 1 month MRC
Cloud / VPS / IaaS	99.9% Monthly Availability	100% of 1 month MRC
BaaS / DRaaS	99.9% Monthly Availability	100% of 1 month MRC
Email / Web Hosting / STaaS	99.9% Monthly Availability	100% of 1 month MRC
RMM / XDR	99.9% Monthly Availability	100% of 1 month MRC
Cross Connects	99.9% Monthly Availability	100% of 1 month MRC
IP Transit (gigFAST)	99.9% Monthly Availability	100% of 1 month MRC

10.2 Network Performance

OPIQUAD's network targets: (a) aggregate monthly round-trip latency of 40ms or less between OPIQUAD POPs within the contiguous 48 states; and (b) aggregate monthly average packet loss of 0.1% or less.

10.3 Outage Definition

An "Outage" is a continuous period of service unavailability exceeding five (5) consecutive minutes resulting from a failure within OPIQUAD's infrastructure. An Outage commences when Customer opens a trouble ticket with OPIQUAD and terminates when the ticket is closed (or system provided evidence of resolution of Outage Event, whichever is sooner). Outages exclude but are not limited to: scheduled maintenance with 48 hours' prior notice; Force Majeure Events; Customer-caused failures or CPE failures; failures due to third-party carrier networks; and, for Fixed Wireless services, outages caused by environmental factors.

10.4 Credit Procedure

Credits are not automatic; Reseller must submit a credit request within thirty (30) days of the outage. Credits equal one (1) day of prorated MRC per hour of outage (or fraction thereof), capped at one (1) month's MRC per calendar month. Credits apply only to OPIQUAD's charges to Reseller; Reseller is solely responsible for its own credits and refunds to End Users. Reseller must cooperate reasonably in OPIQUAD's diagnosis and remediation.

10.5 Long-Duration Outage

As Reseller's only service-quality-based termination right, a single continuous Outage of forty-eight (48) or more consecutive hours caused solely by a failure of OPIQUAD's own infrastructure ("Qualifying Extended Outage") entitles Reseller to terminate the affected Service only — not the Agreement as a whole — without an ETF, upon written notice delivered to OPIQUAD within thirty (30) days of the Qualifying Extended Outage. This termination right: (a) is a specific, limited contractual right and does not arise from or constitute a finding of breach by OPIQUAD; (b) is not triggered by cumulative outages across multiple incidents, scheduled maintenance windows, Force Majeure Events, Reseller-caused failures, or any other circumstances; (c) applies only to the specific Service and SOF affected by the Qualifying Extended Outage, and does not affect Reseller's obligations under any other active SOF; and (d) is Reseller's sole remedy for any outage of any duration, in addition to applicable SLA credits under Section 10.4.

10.6 Maintenance Windows

OPIQUAD will provide Reseller with at least forty-eight (48) hours' advance notice of planned maintenance that may impact Services. Emergency maintenance may be performed without advance notice; OPIQUAD will notify Reseller as soon as practicable during an emergency maintenance window. OPIQUAD will use commercially reasonable efforts to schedule maintenance during off-peak hours.

SECTION 11 — VoIP, UCaaS, AND E911 — RESELLER-SPECIFIC PROVISIONS

11.1 Reseller E911 Obligations

Reseller assumes full responsibility for: (a) ensuring all VoIP and UCaaS End Users are notified of E911 limitations as required by FCC rules (47 CFR Part 9); (b) distributing OPIQUAD-provided or FCC-compliant E911 limitation notices and stickers to all End Users; (c) ensuring all End Users register a valid physical address for E911 routing; (d) maintaining accurate and current E911 address databases; and (e) complying with the FCC's VoIP E911 rules applicable to interconnected VoIP providers.

11.2 No OPIQUAD Liability for E911

OPIQUAD'S E911 LIABILITY TO RESELLER AND RESELLER'S END USERS IS EXPRESSLY LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW. RESELLER HEREBY INDEMNIFIES, DEFENDS, AND HOLDS OPIQUAD HARMLESS FROM ANY AND ALL CLAIMS BY END USERS, THIRD PARTIES, OR REGULATORY AUTHORITIES ARISING FROM OR RELATED TO: (a) E911 SERVICE FAILURES OR INCORRECT ROUTING;

(b) RESELLER'S FAILURE TO COMPLY WITH FCC E911 REQUIREMENTS; OR (c) ANY END USER'S INABILITY TO REACH EMERGENCY SERVICES VIA RESELLER'S VOIP OFFERING.

11.3 CPNI Obligations for VoIP

Reseller shall protect CPNI relating to its End Users in compliance with 47 U.S.C. § 222 and applicable FCC rules. Reseller must implement annual CPNI compliance programs, including employee training and filing of FCC CPNI certifications as required. Reseller shall not disclose CPNI to third parties without End User consent except as permitted by applicable law.

11.4 VoIP Equipment and Power

Reseller shall advise all End Users that VoIP devices require uninterrupted power to function, that E911 and Voice Services will not operate during power outages, and that End Users should maintain alternative means of accessing emergency services. Reseller shall distribute power outage warning labels to all VoIP End Users.

SECTION 12 — NON-CIRCUMVENTION AND NON-SOLICITATION

12.1 Non-Circumvention

During the term of this Agreement and for a period of two (2) years following its termination or expiration for any reason, Reseller shall not, directly or indirectly: (a) contact, solicit, or enter into any business arrangement with any OPIQUAD vendor, upstream carrier, backbone provider, data center operator, or technology partner that Reseller became aware of through its relationship with OPIQUAD, for the purpose of obtaining services that compete with or circumvent OPIQUAD's position as a service intermediary; or (b) encourage, assist, or facilitate any of Reseller's employees, affiliates, or agents to engage in any activity prohibited by this Section.

12.2 Non-Solicitation

During the term of this Agreement and for one (1) year following its termination, Reseller shall not directly solicit any OPIQUAD employee or contractor to leave OPIQUAD's employment or engagement for the purpose of working for Reseller or any entity controlled by Reseller. This provision does not restrict general-purpose job postings.

12.3 Remedies

The Parties acknowledge that a breach of this Section would cause irreparable harm not fully compensable by monetary damages, and that OPIQUAD shall be entitled to seek injunctive or other equitable relief in addition to all other available remedies at law or in equity.

SECTION 13 — PROPRIETARY INFORMATION AND CONFIDENTIALITY

13.1 Confidential Information

All Wholesale Rates, pricing terms, business terms, network architecture information, customer lists, technology implementations, and financial information disclosed by either Party to the other in connection with this Agreement are confidential. Each Party shall hold such information in strict confidence, using no less than reasonable care, and shall not disclose it to any third party without the prior written consent of the disclosing Party, except: (a) to employees and agents who need to know for performance of this Agreement and who are bound by confidentiality obligations no less protective than this Section; or (b) as required by law, provided prior notice is given to the disclosing Party to the extent legally permissible.

13.2 Marking Requirements

Confidential information disclosed in tangible form shall be marked as "Confidential" or "Proprietary." Confidential information disclosed orally shall be identified as confidential at the time of disclosure and confirmed in writing

within ten (10) calendar days. Failure to mark does not affect confidential status of information that a reasonable person would understand to be confidential.

13.3 Return of Materials

Upon termination of this Agreement, each Party shall promptly return or, upon the other Party's written request, destroy all Confidential Information of the other Party in its possession.

SECTION 14 — LIMITATION OF LIABILITY AND DISCLAIMER OF WARRANTIES

14.1 Cap on Liability

IN NO EVENT SHALL OPIQUAD'S TOTAL AGGREGATE LIABILITY TO RESELLER EXCEED THE ACTUAL AMOUNTS PAID BY RESELLER TO OPIQUAD FOR THE SPECIFIC SERVICE GIVING RISE TO THE CLAIM DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

14.2 Exclusion of Consequential Damages

IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING LOSS OF REVENUE, LOSS OF BUSINESS, LOSS OF PROFITS, LOSS OF DATA, OR BUSINESS INTERRUPTION, REGARDLESS OF THE THEORY OF LIABILITY AND EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

14.3 Disclaimer of Warranties

OPIQUAD MAKES NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR ACCURACY, WITH RESPECT TO THE SERVICES, OPIQUAD EQUIPMENT, OR ANY SOFTWARE. OPIQUAD DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR SECURE. OPIQUAD IS NOT LIABLE FOR THE CONTENT OF ANY DATA TRANSMITTED TO OR FROM RESELLER OR ITS END USERS VIA THE SERVICES.

14.4 Service Disruptions

Both Parties recognize that communications service interruptions are inherent to the industry. OPIQUAD shall not be held liable, nor in breach of this Agreement, for normal, commercially reasonable disruptions in its Services.

SECTION 15 — INDEMNIFICATION

15.1 Reseller Indemnification

Reseller shall indemnify, defend (with counsel reasonably acceptable to OPIQUAD), and hold harmless OPIQUAD and its affiliates, officers, directors, employees, agents, and subcontractors from and against any and all Claims arising out of or related to: (a) Reseller's breach of any provision of this Agreement; (b) Reseller's negligence or willful misconduct; (c) Reseller's sale, marketing, promotion, or provision of Services to End Users; (d) violations of law by Reseller or its End Users; (e) E911 failures attributable to Reseller's failure to comply with its E911 obligations; (f) End Users' misuse of the Services; (g) labor, employment, or withholding tax claims related to Reseller's employees or contractors; and (h) Reseller's infringement of third-party intellectual property rights.

15.2 OPIQUAD Indemnification

OPIQUAD shall indemnify, defend, and hold harmless Reseller from and against Claims arising out of: (a) OPIQUAD's gross negligence or willful misconduct; (b) OPIQUAD's material breach of this Agreement; or (c)

infringement of a third-party U.S. patent or copyright by OPIQUAD Equipment or Licensed Software (as originally provided, without modification by Reseller or End User).

15.3 Indemnification Procedure

The indemnified Party shall promptly notify the indemnifying Party in writing of any Claim. The indemnifying Party shall have sole control of the defense and settlement. The indemnified Party shall cooperate reasonably in the defense. The indemnifying Party shall not settle any Claim in a manner that imposes obligations on the indemnified Party without its written consent.

15.4 Reseller Notification Obligation

Reseller shall notify OPIQUAD in writing within five (5) business days of becoming aware of any Claim asserted against Reseller related to the Services.

SECTION 16 — GOVERNING LAW, DISPUTE RESOLUTION, AND ARBITRATION

16.1 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to its conflict of laws principles, except to the extent preempted by applicable federal law.

16.2 Negotiation

Before initiating arbitration or litigation, the Parties agree to attempt in good faith to resolve any dispute through senior management escalation for a period of thirty (30) days following written notice of dispute.

16.3 Binding Arbitration

Any controversy or claim arising out of or relating to this Agreement that is not resolved through good-faith negotiation within thirty (30) days shall be resolved by binding arbitration administered by the American Arbitration Association ("AAA") pursuant to its Commercial Arbitration Rules then in effect, as supplemented by the following:

- Arbitration shall be conducted in Kane County or DuPage County, Illinois, or via videoconference by mutual agreement.
- A single, neutral arbitrator shall be selected by mutual agreement of the Parties; if not agreed within fifteen (15) days, the AAA shall appoint an arbitrator.
- The Parties shall act in a commercially reasonable manner to complete arbitration within forty-five (45) days of arbitrator selection, with minimal discovery as determined by the arbitrator.
- The arbitrator's award shall be final and binding and may be entered as a judgment in any court of competent jurisdiction.
- Notwithstanding the foregoing, either Party may seek emergency injunctive or other equitable relief from a court of competent jurisdiction, including for breach of the Non-Circumvention or Confidentiality provisions.

16.4 Costs

Each Party shall bear its own costs and attorneys' fees in arbitration, except that the arbitrator may award costs and reasonable attorneys' fees to the prevailing Party in cases of bad-faith conduct or frivolous claims.

SECTION 17 — FORCE MAJEURE

Neither Party shall be liable for any delay or failure to perform its obligations under this Agreement resulting from a Force Majeure Event, provided that: (a) the affected Party promptly notifies the other Party in writing of the

Force Majeure Event and its anticipated duration; (b) the affected Party uses commercially reasonable efforts to mitigate, work around, and overcome the event; and (c) Reseller's payment obligations for Services actually provided shall not be excused. If a Force Majeure Event affecting OPIQUAD's delivery of Services continues for thirty (30) or more consecutive days, Reseller may terminate the affected Service Order Form without ETF upon fifteen (15) days' written notice.

SECTION 18 — COLOCATION ADDENDUM

18.1 Right to Use

OPIQUAD grants Reseller a non-exclusive license to access and use designated cabinet, rack, or cage space ("Reseller Space") in OPIQUAD's data center for the purpose of installing, operating, and supporting Reseller's own equipment ("Reseller Equipment"). This license does not grant any real property interest in the data center or Reseller Space.

18.2 Data Center Rules

Reseller must comply with OPIQUAD's Data Center Rules of Conduct (as posted and amended from time to time), including: no food or beverages; no smoking; no hazardous materials; required notification before equipment installation or removal; no wireless equipment or cameras without prior written approval; power usage limits (maximum 80% of circuit capacity per NEC); and no signage without written consent.

18.3 Pricing

Colocation monthly recurring charges for non-usage-based services are due in advance on the 1st of each month. For usage-based services, charges are invoiced in arrears. OPIQUAD may increase colocation MRCs by up to five percent (5%) upon thirty (30) days' advance notice, provided increases shall not occur more than once in any twelve (12) month period.

18.4 Equipment During Default — Access Restrictions and Security Interest

If Reseller's colocation account is thirty (30) or more days past due, OPIQUAD may restrict facility access to accompanied, business-hours access only. Reseller may not remove any equipment from the data center while its account remains in default.

If Reseller's account remains sixty (60) or more days delinquent, Reseller hereby grants OPIQUAD a security interest in all Reseller Equipment located in the OPIQUAD data center to secure payment of all amounts owed. OPIQUAD may, at its sole election, exercise this security interest by delivering written notice to Reseller ("Security Interest Notice"). Upon delivery of a Security Interest Notice: (a) OPIQUAD takes immediate possession of the Reseller Equipment; (b) OPIQUAD may sell the equipment at fair market value and apply the net proceeds to the outstanding balance; (c) any surplus after full satisfaction of the debt and OPIQUAD's reasonable costs of sale shall be remitted to Reseller within thirty (30) days of sale; and (d) Section 18.5 shall not apply to equipment as to which OPIQUAD has exercised its security interest — OPIQUAD assumes all responsibility for that equipment upon delivery of the Security Interest Notice and owes Reseller no storage fees, removal obligations, or abandonment procedures with respect to it.

OPIQUAD is authorized to file a UCC-1 financing statement with the Illinois Secretary of State to perfect this security interest, and Reseller shall execute any additional documents reasonably necessary for such perfection upon request.

18.5 Vacating — Post-Termination Removal

This Section applies only to Reseller Equipment as to which OPIQUAD has not exercised its security interest under Section 18.4. Upon termination or expiration of this Agreement for any reason, Reseller must remove all such equipment within thirty (30) days of the effective termination date, at Reseller's sole expense. The thirty (30) day removal clock does not begin running while a default restriction under Section 18.4 is in effect; it commences only when the default is cured or OPIQUAD provides written authorization for removal. If equipment is not removed within thirty (30) days of the clock commencing, OPIQUAD may charge a storage fee of fifty percent

(50%) of the monthly colocation MRC per month. Equipment not removed within six (6) months of the clock commencing is deemed abandoned and OPIQUAD may dispose of it without further obligation to Reseller.

SECTION 19 — MISCELLANEOUS PROVISIONS

19.1 Assignment

Reseller may not assign, transfer, or delegate any right or obligation under this Agreement without OPIQUAD's prior written consent, which shall not be unreasonably withheld except in cases involving change of control or transfer to a competitor. OPIQUAD may freely assign this Agreement to any affiliate, successor, or acquirer without Reseller's consent. This Agreement binds all permitted successors and assigns.

19.2 Notices

All notices under this Agreement shall be in writing, delivered by: (a) personal delivery; (b) nationally recognized overnight courier; or (c) U.S. Certified Mail, Return Receipt Requested. Electronic notice sent to a Party's designated email address is presumed received upon successful transmission. Notices to OPIQUAD: Opiquad, LLC, Attn: Chief Executive Officer, 600 Tollgate Rd., Suite E, Elgin, IL 60123 | legal@opiquad.com.

19.3 Entire Agreement

This Agreement, together with all Service Order Forms, addenda, and Exhibits, constitutes the entire agreement between the Parties regarding its subject matter and supersedes all prior agreements, representations, and understandings. Order of precedence in case of conflict: (1) Service Order Form; (2) applicable Addendum; (3) this Reseller MSA; (4) Exhibits and policies.

19.4 Amendments and Waivers

No amendment to this Agreement is binding unless in writing and signed by authorized representatives of both Parties. OPIQUAD may amend its AUP and posted policies upon thirty (30) days' notice. No failure to exercise any right constitutes a waiver.

19.5 Severability

If any provision of this Agreement is held invalid or unenforceable, it shall be modified to the minimum extent necessary to make it valid and enforceable, and the remaining provisions shall remain in full force.

19.6 No Third-Party Beneficiaries

This Agreement is for the sole benefit of the Parties and their permitted successors and assigns. No End User, Subscriber, or third party shall have any rights under this Agreement or be deemed a third-party beneficiary.

19.7 Intellectual Property

All right, title, and interest in OPIQUAD's Services, network, equipment, software, trademarks, and other intellectual property remain exclusively with OPIQUAD. Reseller acquires no ownership interest in any OPIQUAD intellectual property.

19.8 Maintenance Interruptions

OPIQUAD may interrupt Services to perform planned or emergency maintenance. OPIQUAD shall have no liability for commercially reasonable maintenance interruptions. OPIQUAD will use commercially reasonable efforts to schedule planned maintenance during off-peak hours and provide advance notice.

19.9 Withholding Taxes

Reseller assumes full responsibility for all withholding taxes on compensation paid to Reseller and all employment and labor law compliance for its own workforce. Reseller shall indemnify OPIQUAD from any liability arising from Reseller's failure to comply with withholding or employment tax obligations.

SECTION 20 — EXECUTION

BY SIGNING BELOW, CUSTOMER CONFIRMS THAT: (1) Reseller has read, understood, and agrees to be bound by all terms and conditions of this Master Service Agreement and all incorporated documents; (2) Reseller has had the opportunity to seek independent legal counsel; (3) the individual signing is duly authorized to bind Reseller to this Agreement; and (4) this Agreement is enforceable against Reseller upon Reseller's signature, without any further action or countersignature by OPIQUAD.

OPIQUAD's acceptance of this Agreement is expressed through its provisioning and delivery of Services to Reseller following Reseller's execution. OPIQUAD's failure to deliver Services at any time does not relieve Customer of obligations already incurred under this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Reseller Master Service Agreement to be executed as of the date first written above.

RESELLER

By (Signature): _____

Printed Name: _____

Title: _____

Date: _____

EXHIBIT A — RESELLER BACK OFFICE INFORMATION

This information is required to establish Reseller’s Back Office access. The authorized person identified below will serve as the primary account administrator.

Company Legal Name: _____
Authorized Administrator: _____
Company Address: _____
City / State / ZIP: _____
Company Phone: _____ Company Email: _____
Desired Portal Username: _____ Desired Password: _____

Billing Contact (if different from above)

Legal Billing Name: _____
Billing Contact: _____ Billing Phone: _____
Billing Email: _____
Billing Address / City / State / ZIP: _____
EIN / Federal Tax ID: _____
SSN / ITIN (if sole proprietor): _____
USAC Filer ID (required for telecom services): _____
(W-9 form required for US persons/entities — please attach)

Authorized Signature: _____

Printed Name & Title: _____

Date: _____

EXHIBIT B — ACCEPTABLE USE POLICY

[OPIQUAD's current AUP is incorporated herein by reference and available at www.opiquad.com/legal/. A printed copy shall be attached to executed originals.]

EXHIBIT C — PRIVACY POLICY

[OPIQUAD's current Privacy Policy is incorporated herein by reference and available at www.opiquad.com/legal/. A printed copy shall be attached to executed originals.]

EXHIBIT E — E911 RESELLER ACKNOWLEDGMENT AND OBLIGATION

By executing this Exhibit, Reseller acknowledges and accepts the following obligations regarding E911 services provided as part of any VoIP or UCaaS services resold to End Users:

- Reseller acknowledges that OPIQUAD’s VoIP and UCaaS services do not support traditional 911 service and are subject to the E911 limitations described in Section 11 of this Agreement.
- Reseller shall distribute FCC-compliant E911 limitation notices and stickers to all End Users before or at activation of any VoIP or UCaaS service.
- Reseller shall ensure all End Users complete E911 address registration for each telephone number.
- Reseller shall notify End Users that E911 will not function during power outages or internet service interruptions.
- Reseller agrees that OPIQUAD’s liability for E911 failures is disclaimed to the maximum extent permitted by law, and Reseller indemnifies OPIQUAD for End User E911 claims as set forth in Section 15.

Reseller Signature: _____

Printed Name & Title: _____

Date: _____